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IN THE UNITED STATES DISTRICT COURT  
 FOR THE EASTERN DISTRICT OF WASHINGTON

HILDA L. SOLIS, SECRETARY  
 OF LABOR, UNITED STATES  
 DEPARTMENT OF LABOR,  
 Plaintiff,

v.

SUPER CHINA STAR BUFFET, a  
 corporation; S & M FULL LOVE  
 LLC, a corporation dba Bluebird  
 China Star Buffet; CHIH-CHENG  
 PENG, an individual; and KUANG-  
 YU PENG, an individual

Defendants

CIVIL ACTION

CASE NO. CV-09-5025-EFS

CONSENT JUDGMENT

Plaintiff has filed her Complaint and Defendants have appeared and have agreed to the entry of this Order and Judgment without contest. It is, therefore, upon motion of the Parties, and for cause shown:

I

**ORDERED**, that Defendants, their officers, agents, servants, employees and those persons in active concert or participation with them be and hereby are permanently enjoined and restrained from violating the provisions of § 15(a)(2) of the Fair Labor

1 Standards Act of 1938, as amended (29 U.S.C. 201 *et seq.*), hereinafter called "the Act,"  
2 in the following manners:

3 **Defendants shall not**, contrary to § 6 of the Act, employ any employees engaged  
4 in commerce, or in the production of goods for commerce, or in an enterprise engaged in  
5 commerce or in the production of goods for commerce, at an hourly rate less than the  
6 federal minimum wage, and  
7

8 **Defendants shall not**, contrary to § 7 of the Act, employ any employees engaged  
9 in commerce, or in the production of goods for commerce, or in an enterprise engaged in  
10 commerce or in the production of goods for commerce, for a workweek longer than forty  
11 (40) hours unless the employee receives compensation for his/her employment in excess  
12 of forty (40) hours at a rate not less than one and one-half times the regular rate at which  
13 he/she is employed, and  
14

15 **Defendants shall not**, contrary to § 11 of the Act, fail to make, keep and preserve  
16 records of the wages, hours and other conditions and practices of employment maintained  
17 by them, as prescribed by the regulations duly promulgated under said § 11(c) at 29  
18 C.F.R. Part 516.  
19

20  
21  
22 II

23 **IT IS FURTHER ORDERED** that the Plaintiff recover from Defendants the sum  
24 of **\$128,000** in gross overtime back wages, plus an additional **\$10,000** liquidated  
25 damages, as listed and allocated in the attached Exhibit A. Payment shall be by regular  
26 payroll check made **payable in the alternative to the individual employee or the U.S.**  
27 **Department of Labor**, and shall be mailed to:  
28



1 Defendants shall produce to the Court appointed Receiver all books and records  
2 and any other information the Receiver requires to carry out the provisions of this  
3 Judgment. In addition, the defendants shall submit to a sworn accounting by an  
4 independent certified public accountant and/or the Receiver, and shall testify if the  
5 accountant or Receiver so decides.  
6

7 The Receiver shall serve until the payment of the monetary terms of this Judgment  
8 are satisfied. Defendants shall bear the full costs and expenses of the Receiver and any  
9 accountant retained pursuant to the terms of the above paragraph.  
10

11 The Receiver shall have full authority to: collect the Defendants' assets and report  
12 his/her findings to the Court and the parties; to redeem and/or liquidate the Defendants'  
13 assets and turn over the proceeds to the Secretary; if the asset is a debt that is due, to  
14 collect it and turn over the proceeds to the Secretary; to analyze all transfers of the  
15 Defendants' assets; to prevent waste or fraud; and to do all acts and take all measures  
16 necessary or proper for the efficient performance of the duties under this Judgment and  
17 Order.  
18  
19  
20

#### 21 IV

22 **IT IS FURTHER ORDERED** that the rights of any of the Defendants'  
23 employees or ex-employees not specifically mentioned in Exhibit A to this Judgment, to  
24 back wages under the Act, are neither affected nor extinguished by this Judgment and  
25 neither party to the action intends or contemplates that the Judgment entered in this action  
26 will affect such rights if any.  
27  
28

V

**IT IS FURTHER ORDERED** that each party shall bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding. In addition, the Court retains jurisdiction to enforce the terms of this Consent Decree.

DATED this 24th day of April, 2009.

s/ Edward F. Shea

UNITED STATES DISTRICT JUDGE

Presented by:

**UNITED STATES DEPARTMENT OF  
LABOR**

Carol DeDeo  
Deputy Solicitor for National Operations

Lawrence Brewster  
Regional Solicitor

Bruce L. Brown  
Associate Regional Solicitor

By

Bruce L. Brown

Bruce L. Brown,  
Associate Regional Solicitor  
U.S. Dept. of Labor  
1111 Third Ave., Suite 945  
Seattle, WA 98101

Dated:

4/15/09

**Entry of this Judgment is hereby  
Consented to:**

Kuang Yu peng  
Kuang-Yu Peng, Individually and as  
authorized representative of Super China  
Star Buffet

Dated:

4/11/09

Chih-Cheng Peng  
Chih-Cheng Peng, Individually and as  
authorized representative of S & M Full  
Love, LLC

Dated:

4/11/09

**EXHIBIT “A”**

<b><u>EMPLOYEE</u></b>	<b><u>EMPLOYMENT PERIOD</u></b>	<b><u>BACK WAGE</u></b>
Alias, Andy	12/02/06 - 05/03/08	\$ 12,972.69
Callentano, Saul Segundo	06/23/07 - 08/23/08	\$ 7,313.51
Cruz, Daniel	08/04/07 - 06/14/08	\$ 16,999.20
De Jesus Farias, Maria	08/04/07 - 08/23/08	\$ 1,459.77
Dominguez, Enrique	08/04/07 - 08/23/08	\$ 9,471.89
Eka Kurniawan, Fransisco	08/16/07 - 08/23/08	\$ 763.47
Gonzalez, Santiago	08/04/07 - 08/23/08	\$ 9,119.12
Kuo, Master	08/26/06 - 09/16/06	\$ 325.12
Lie, Harayanto	04/07/07 - 05/05/07	\$ 1,030.77
Lin, Master	09/09/06 - 01/06/07	\$ 1,397.30
Martinez, Adan Mendez	03/01/08 - 08/23/08	\$ 2,797.94
Master, Main	09/16/06 - 02/03/07	\$ 2,190.55
Mateo Cruz, Louis Jose	04/21/07 - 07/05/08	\$ 6,816.40
Pico, Simon	02/03/07 - 08/23/08	\$ 11,224.85
Segundo Calletano, Guadalupe	06/21/08 - 08/23/08	\$ 2,777.00
Tan, Jackson	08/09/08 - 08/23/08	\$ 763.47
Unknown, Abel	01/20/07 - 04/14/07	\$ 2,024.73
Unknown, Anthony	05/05/07 - 03/01/08	\$ 4,255.35
Unknown, Cook	08/04/07 - 08/23/08	\$ 12,539.46
Unknown, Janise	08/26/06 - 05/05/07	\$ 4,160.47
Unknown, Ji	08/04/07 - 06/14/08	\$ 2,286.51

**EXHIBIT “A”**

Unknown, Jose	02/03/07 - 03/31/07	\$ 827.54
Unknown, Kao	07/05/08 - 08/02/08	\$ 966.06
Unknown, Keat	08/26/06 - 09/30/06	\$ 1,518.78
Unknown, Lupez	01/20/07 - 03/31/07	\$ 1,600.75
Unknown, Robin	08/26/06 - 01/06/07	\$ 1,782.85
Unknown, Seno	09/01/07 - 01/05/08	\$ 5,078.85
Vasquez, Modesto Gonzalez	04/07/07 - 08/23/08	\$ 1,902.92
Yang, Master	09/02/06 - 02/03/07	\$ 1,632.78
	<b>TOTAL:</b>	<b>\$ 128,000.00</b>